



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 25, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4534

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS13043-AMMUNITION
AMMUNITION AND TARGETS

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from March 1, 2013 through February 28, 2014. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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Ammunition & Targets
GSS13043V01
Atlantic Tactical, Inc.
763 Corporate Circle
New Cumberland, PA 17070
Contact: Sean Conville
Phone: 800-781-2677
Fax: 717-774-4463
customerservice@atlantictactical.com
FSF#:0000088319

Ammunition
GSS13043V02
Lawmen Supply Co. of NJ, Inc.
1484 E. Lebanon Rd.
Dover, DE 19901
Contact: Brian Byrne
Phone: 302-697-8740
Fax: 302-739-1889
brian.byrne@lawmensupply.com
FSF# 0000014933

Ammunition
GSS13043V03
Geo. Petronis T/A The Gun Shop
60 Main St. #D
Vincentown, NJ 08088
Contact: George Petronis
Phone: 609-859-1997
Fax: 609-859-3099
plededy@policeammo.com
FSF#0000013156

4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid by vendor to agency specified location.

5. DELIVERY AND PICKUP

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Delivery terms for each awarded vendor can be found on the Award Notice Pricing Sheet.

6. PRICING

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Prices will remain firm for the term of the initial contract year.
Pricing is found on the Award Notice Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s)**. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. FEDERAL EXCISE TAX

The State of Delaware is exempt from Federal Excise Tax for purchases of ammunition for direct government use. However, any ammunition purchased for resale is subject to (FET) Federal Excise Tax (11%) on those purchases made for resale.

11. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

12. REQUIREMENTS

This contract covers the Ammunition and Targets requirements for all state agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

17. PRODUCT GUARANTEES

The contractor guarantees that the ammunition offered is standard, new factory fresh product. Service ammunition to be manufactured by the following manufacturers: Black Hills (.223 only), Hornady, Speer, Remington, Federal and Winchester only. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year when stored under conditions recommended by the manufacturer. If during this period, faults develop, the entire lot bearing manufacturer's production code designation shall be replaced without cost to the ordering agency including return of defective lots.

18. PRODUCT INFORMATION

When requested by any agency, each contractor, within a designated time frame, and at no cost to the state shall provide independent test results to substantiate function, velocity, pressure testing, and uniformity.

19. S.A.A.M.I. RECOMMENDATIONS

All ammunition must meet Sporting Arms and Ammunition Manufacturers' Institute (SAMI) specifications.

20. TESTING

The state reserves the right to test product during the course of the contract period to verify conformance to contract specifications. In the event it is determined that a lot of ammunition does not conform to specifications, the entire lot bearing the manufacturers production code shall be replaced free of charge without any additional cost to the ordering agency. Problems or questions regarding product quality should be directed to:

Lt. Michael R. Berry
Delaware State Police
Firearms Training Unit
391 Clark Farm Rd
Smyrna, DE 19977
Office: 302-659-6020
Cell: 302-222-7951
Fax: 302-659-6019

Testing Criteria: Ammunition submitted for evaluation in conjunction with a proposal for the Government Support Service, shall be tested to meet the following criteria. All tests will be performed by a team appointed by the Superintendent of Delaware State Police whose decision regarding award of the contract shall be final. The following testing criteria was established and followed to evaluate proposals.

Leading: If leading appears to be sufficient to impede the operation of the weapon, the lots shall be rejected.

TESTING (continued)

Powders: All powders used shall be of a smokeless variety. The powder shall be stable and free from contamination. Surplus or salvaged powder will not be accepted. Weapon examination will consist of barrel, cylinder and slide to check for excess powder. If powder fouling appears to be sufficient to impede the operation of the weapon, the lots shall be rejected.

Smoking: Test firing of rounds will be conducted to determine smoking levels.

Bullet Configurations: Bullets will be examined and measured for size and fit.

Casings: Casings shall be constructed of brass or nickel. Casings will be examined for defects and wear, both before and after firing.

Primers: All primers must be non-corrosive and non-mercuric. Improperly positioned or missing primers are of concern and will be considered defective.

Shotgun Ammunition: Unless otherwise specified the hull shall be one piece plastic with high brass base. Testing for uniformity of spread, tightness of pattern plus other listed applicable tests and examinations will be used where appropriate to determine quality.

21. PACKING REQUIREMENTS

All ammunition with the exception of shot gun ammunition shall be packaged in tray-type boxes and /or bulk as indicated in the specifications. The interior tray shall either be provided with individual partition for the cartridges or shall be of sufficient caliber to hold the cartridges in a vertical position during shipment and handling. Shotgun shells shall be packaged in boxes of twenty-five shells except where otherwise specified. The Department of Transportation regulations shall be adhered to, pertaining to the shipment of ammunition, whether shipped bulk or otherwise. The manufacturer's production code designation (lot numbers) and the loaders code designation shall be clearly stamped on the individual boxes and shipping carton.

22. LIABILITY

The contractor will assume liability for an injury (including death) to any person or damage to property if it is proven that the ammunition was used properly according to standard operation procedures. If the injury is a result of material manufacturing defects, or labeling/packaging the liability shall be the vendors.

Contractor agrees to indemnify, defend and hold harmless the State of Delaware and its agents, officers and employees from all claims and suits including court costs, attorney fees, and other expenses, caused by an act or omission of the contractor and/or its subcontractors, if any.

23. INSPECTION

Upon delivery, the material will be inspected, and if found to be defective or it fails in any way to meet the specifications as indicated in their proposal, the item(s) may be rejected. All rejected material or shortages must be replaced by the contractor within five (5) working days.

24. MINIMUM ORDERS for F.O.B. Destination, freight prepaid to ordering agency will be follows:

1. Reloaded ammunition, 3 cases; may be any caliber listed on contract in case lot quantities, i.e. "mixed or matched".
2. New ammunition, 1 case, may be any type (rifle, pistol or shotgun) listed on contract in case lot quantities, i.e. "mixed or matched".
3. "Pick-ups" at contractor's place of business shall not be subject to minimum order quantity or to any service charges.

25. RETURN OF BRASS

Contractors shall be responsible for paying shipping charges to and from the ordering agency via common carrier (code 55, scrap brass). Contractor shall be responsible for providing shipping instructions to the users.

26. DEFECTIVE CARTRIDGES

The Manufacturer shall institute quality control and quality assurance procedures to prohibit the production and sale of "squib loads" and "hot loads". A squib load is any cartridge that is loaded with greatly reduced powder or without any powder. A "hot load" is any cartridge that is loaded with excessive powder or the wrong type of high energy powder. The Manufacturer and Contractor shall be solely liable for any damages and/or injury caused to property and/or persons by squib loads and by hot loads. Any ammunition lots that are found to contain squib loads and/or hot loads shall be subject to rejection by the user and shall be immediately replaced with equal ammunition complying with contract specifications. The Contractor shall be responsible for all transportation costs for the rejected ammunition and for the replacement ammunition.

27. PACKAGING

Unless specifically listed the Award Notice Pricing Sheet, all packaging should be in packs of 50, not bulk.